



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

September 15, 2008

Bill Robie
Trigon Exploration, Utah, Inc.
1600 Jackson Street #160
Golden, CO 80401

Subject: Notice of File Closure and Release of Reclamation Surety, Trigon Exploration Utah, Inc., Marysville Uranium Program, E/041/0030, Sevier County, Utah

Dear Mr. Robie:

The Marysville Uranium Program exploration permit, file number E/041/0030, located in Sevier County, Utah, will now be closed and the file retired.

On August 28, 2008 a site inspection was performed and it was determined that the site has satisfactorily been reclaimed and \$19,600.00 cash surety can be released. We have received notice from the BLM that they have closed their case file and concur with full release of the surety. The State Treasurer's Office has been notified of this decision and will process the release of the funds and accrued interest. This will be forwarded to you in approximately 3-4 weeks. We are returning your original Reclamation Contract to you for your disposal.

You are hereby released by the Division from further exploration activity or reclamation responsibilities at this site. You are not required to pay the \$150.00 permit fee as recently requested. If you wish to conduct any future mining or exploration related activity in this area, you will need to submit a new notice to the Division and other appropriate agency(s), prior to creating any disturbance.

If you have any questions or concerns regarding this action, please contact me at (801) 538- 5320 or Lynn Kunzler at 538-5310. Thank you for your time and consideration in completing the required reclamation on this project.

Sincerely,

Dana Dean, P.E.
Associate Director, Mining

DD-LK:pb
Task #2425

cc: Michael Jackson, BLM, Richfield (UTU-83101)
P:\GROUPS\MINERALS\WP\M041-Sevier\E0410030-TrigonMarysville\final\retire-09112008.doc



FORM MR-RC (EXP)
Uranium Program
Revised August 3, 2006
RECLAMATION CONTRACT

Mine Name: Marysvale

Other Agency File Number: BLM

UTU-83101

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940
---ooOoo---

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MAR 2 / 2007

DIV. OF OIL, GAS & MINING

EXPLORATION RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Trigon Exploration Utah, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct exploration operations under Notice of Intention (NOI) File No. E/041/030 which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the exploration operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the exploration operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the exploration operations conducted or to be conducted pursuant to a Complete Notice of Intention. If the Notice of Intention to Conduct Exploration Operations affects more than five (5) acres, the Operator further agrees to reclaim in accordance with the mining and reclamation plan (Reclamation Plan) approved by the Division.
2. A Notice of Intention to Conduct Exploration is valid until November

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30th of the year following submittal. Reclamation required by this Contract and the Reclamation Plan, must be completed within that time unless an operator prior to expiration notifies the Division in writing specifying the reasons an extension is required. Failure to make a request and pay the fees as required may result in suspension of the Operator's authorization to conduct exploration operations.

3. The Lands Affected by the exploration operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the exploration operations including but not limited to on-site private ways, roads, and railroads; land excavations; drill sites or workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, or waste discharge areas, structures, and facilities; shafts, drill holes, and pits or cuts; and
 - B. All exploration disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by exploration or mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the exploration operations as described in the Complete NOI.
4. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI, which are intended to assist in determining the location of the exploration operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
5. The Operator prior to commencement of any exploration operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be

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completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.

6. If the Surety expressly provides for cancellation or termination for non-renewal:
 - i. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - ii. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further exploration activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the exploration operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.
7. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by exploration operations in accordance with the Act and regulations, as amended. If the Operator desires to extend the exploration operations beyond November 30th of the year following submittal or if the exploration operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
8. If reclamation of discrete sections of the Lands Affected by the exploration operations is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the

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remainder of the exploration area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining exploration operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.

9. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
10. Operator agrees to pay all legally determined public liability and property damage claims resulting from exploration operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
11. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
12. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.
13. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease exploration operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
14. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the

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Surety shall be returned to the rightful claimant.

15. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.

16. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the exploration operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.

17. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Trigon Exploration Utah, Inc.
Operator Name

By SIDNEY HIMMEL
Authorized Officer (Typed or Printed)

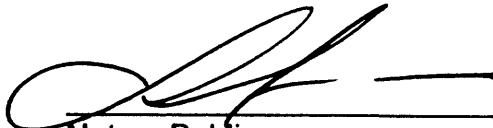
President
Authorized Officer - Position

Sidney Himmel MARCH 22, 2007
Officer's Signature Date

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STATE OF _____
CITY OF KELOWNA B.C. PROVINCE OF B.C.
COUNTY OF YALE

On the 22 day of MARCH, 2007, SIDNEY SAMUEL HIMMEL
_____ personally appeared before me, who being by me duly sworn did say that
here ~~he~~ is a President (owner, officer, director, partner, agent
or other (specify)) of the Operator Trigon Exploration Utah Inc. and duly
acknowledged that said instrument was signed on behalf of said Operator by
authority of its bylaws, a resolution of its board of directors or as may otherwise
be required to execute the same with full authority and to be bound hereby.



Notary Public
Residing at KELOWNA B.C.
Permanent commission
My Commission Expires:

TARJA K. MCLEAN
Notary Public
423 Cedar Avenue
Kelowna, BC V1Y 4X2

DIVISION OF OIL, GAS AND MINING:

By John R. Baza

John R. Baza, Director

4/9/07

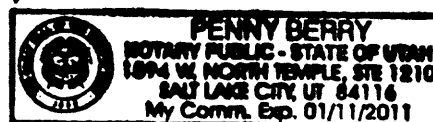
Date

STATE OF Utah
_____) ss:
COUNTY OF Salt Lake
_____)

On the 9 day of April, 2007, John R. Baza
_____ personally appeared before me, who being duly sworn did say that he,
the said John R. Baza is the Director of the Division of
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he
duly acknowledged to me that he executed the foregoing document by authority
of law on behalf of the State of Utah.

My Commission
expires 1/11/2011

Notary Penny Berry
Residing Salt Lake



Notary Public

Residing at: _____

My Commission Expires:

FACT SHEET

Commodity: URANIUM

Mine Name: MARYSVALE URANIUM PROGRAM

County: Sevier & Piute

Acres: 1 (one)

Total Number of Holes: 16

Wet: 4 Dry: 12

Operator Name: Trigon Exploration Utah, Inc.

Operator Address: 1889 Spall Rd. #203 Kelowna, BC Canada V1Y 4R2

Operator Email: shimmel@trigonexpl.com

Operator phone: 250-763-5533

Operator fax: 250-763-5255

Contact Name: Sidney Himmel

Registered agent: C. T. Corporation, 50 West Broadway Salt Lake City, UT
USA 84101

Surety: cash

Surety Amount: \$19,600

Account number:

*To Be Issued - Beth Ericksen
State of Utah*

Taxpayer Identification Number: _____

Contact: Beth Ericksen, State of Utah, Division of Oil Gas and Mining, 801 538-5318